

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

JARROD HORTON, as Independent)	
Administrator of the Estate of)	
MARLON HORTON, deceased,)	
Plaintiff,)	
v.)	Case No. 1:13-cv-06865
CITY OF CHICAGO; CHICAGO POLICE)	
OFFICER KENNETH F. WALKER, Star No.)	
9191, SHAQUILA R. MOORE; CHICAGO)	
HOUSING AUTHORITY; H.J. RUSSELL &)	
COMPANY; and MAVERICK SECURITY, INC.,)	Hon. Judge Dow
Defendants.)	Hon. Magistrate Judge Valdez

**CHICAGO HOUSE AUTHORITY AND H.J. RUSSELL & COMPANY’S
MOTION FOR GOOD FAITH FINDING OF SETTLEMENT AND
DISMISSAL OF PLAINTIFF’S CLAIMS AGAINST THEM**

Defendants Chicago Housing Authority (the “CHA”) and H.J. Russell & Company (“Russell”) (collectively “Defendants”), by their respective undersigned counsel, move this Court to dismiss Defendants on the grounds that Plaintiff Jarrod Horton, as Independent Administrator of the Estate of Marlon Horton, deceased (“Plaintiff”) and Defendants have entered into a good faith settlement, and in support thereof, Defendants state:

1. This case arises out of a shooting incident that occurred on September 7, 2013, which resulted in the death of Marlon Horton (the “Incident”).
2. Defendants have filed Answers and Affirmative Defenses to the Fourth Amended Complaint denying all material allegations and denying any and all liability to Plaintiff pertaining to the Incident.
3. Plaintiff has agreed to compromise and settle his claims against Defendants. *To wit*, Plaintiff and Defendants have agreed to settle any and all of Plaintiff’s claims against Defendants with a payment of \$60,000 (sixty thousand dollars) to Plaintiff pursuant to their

Settlement Agreement and Release, contingent upon Defendants receiving a good faith dismissal with prejudice of these claims and all of Plaintiff's remaining claims against Defendants.

4. Plaintiff's compromise of his claims against Defendants reflects Plaintiff's counsel's assessment of the defenses available to Defendants and the viability of the claims against Defendants.

5. Defendants' settlement with Plaintiff is in good faith and is aimed at ending the litigation between these parties with a reasonable compromise to both Plaintiff and Defendants.

6. Plaintiff's claims against the City of Chicago, Chicago Police Officer Kenneth F. Walker, Shaquila Moore, and Maverick Security, Inc. will remain pending.

7. In order to end the litigation between Plaintiff and Defendants, Plaintiff and Defendants will execute the Settlement Agreement and Release.

WHEREFORE, Defendants request this Court find that the settlement entered into between Plaintiff and Defendants is fair, reasonable, and in good faith, enter the proposed Stipulation and Agreed Order of Dismissal attached hereto as **Exhibit A** dismissing Plaintiff's claims against Defendants, and grant Defendants any further relief this Court deems equitable and just.

May 10, 2018

Respectfully submitted,

Chicago Housing Authority

By: /s/ William T. "Toby" Eveland
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H.J. Russell & Company

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CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2018, I provided service of this document to all counsel of record via the Court's electronic filing system.

Respectfully submitted,

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